

**All correspondence to:**

Meat & Livestock Australia Limited

 ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

Tenderer: [Insert Name]

Date completed: [Insert Date]

The contents of this request for tender and all other information and materials provided by or on behalf of MLA are the property of MLA and are confidential to MLA. All materials provided by or on behalf of a tenderer to MLA will become the property of MLA. There is no payment for tender applications.

Version 1.3 112020

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SECTION 1

* 1. INTRODUCTION AND INSTRUCTIONS
		1. MLA

Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Industry Systems Company Limited (ABN 34 134 745 038) (together, “**MLA**”) undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.

* + 1. Invitation

MLA invites interested parties to submit tenders by **5.00pm AEST on 20 May 2022** (Closing Date), to **apply for the position of Advisory Group Member for the Profitable Grazing Systems (PGS) program.**

* + 1. Tenders

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender.

All questions in Section 2 must be completed.

Section 3 describes MLA’s requirements for the role of Advisory Group Member for the PGS program. Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3.

Section 4 contains the terms on which MLA will enter into an agreement with the successful tenderer. These terms contain minimum legal requirements that must be satisfied before MLA is prepared to enter into an agreement with a supplier. MLA’s terms are non-negotiable. The tenderer acknowledges and agrees that submitting a tender to MLA will constitute acceptance of all terms of the agreement in Section 4 by the tenderer.

Section 5 contains a declaration to be completed by the tenderer.

All tenders should be sent to:

Attention: Elizabeth Thelander

Meat & Livestock Australia

PO Box 1961

North Sydney NSW 2059

ethelander@mla.com.au

and should contain:

* + - * 1. the answers to the questions and information required in **Section 2**;
				2. any additional information, reports or documents required in relation to the Specification in **Section 3**;
				3. a statement detailing how the tenderer will meet MLA’s requirements in **Section 3**;
				4. any proposed Special Conditions to the terms set out in **Section 4**; and
				5. the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

* + 1. Ownership of tenders

All material submitted in response to this request for tender will become the property of MLA.

Any intellectual property rights that exist in a tender will remain with the tenderer.

The tenderer licenses MLA, its employees, agents, contractors and advisers to copy, adapt, modify or do anything else to, all material submitted in response to this request for tender, including material in which the tenderer’s or any other person’s intellectual property rights subsist, for the purposes of evaluating the tender.

* + 1. Disclosure

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA’s employees, agents, contractors and advisors, for the purposes of this tender process, as required by law or otherwise with the tenderer’s consent.

Tenderers must identify any information that they consider should be protected as confidential information and provide reasons for this.

* + 1. Questions

Any questions must be submitted in writing and marked to the attention of Elizabeth Thelander, MLA Project Manager, ethelander@mla.com.au. MLA may provide the answers to such questions to all tenderers.

* + 1. Extension of Closing Date

MLA may extend the Closing Date. Tenderers may request an extension by written request marked to the attention of the MLA Contact at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

* + 1. Discussion and public statements

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

* + 1. Conflict of interest

Where tenderers identify that a conflict of interest might arise in the provision of goods or services contemplated by this request for tender, tenderers are to identify that potential conflict of interest in their tender. If an actual or potential conflict of interest arises, the tenderer must immediately notify MLA in writing. If any conflict of interest might arise for a tenderer before entering into an agreement for the provision of goods or services contemplated by this request for tender, MLA may:

* + - * 1. enter into discussions to seek to resolve such conflict of interest;
				2. disregard the tender provided by such a tenderer; or
				3. take any other action it considers appropriate.
		1. Budget information

Budget information specified in tenders must:

* + - * 1. be expressed in Australian dollars;
				2. be inclusive of all charges, and expenses;
				3. identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
				4. apply for the duration of the provision of the goods and services contemplated by this request for tender.
		1. Tender validity period

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

* + 1. Applicable law

The laws of New South Wales apply to this request for tender.

* + 1. Privacy

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

* + 1. MLA’s rights

MLA reserves the right to:

* + - * 1. reject any tender;
				2. close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
				3. accept late tenders;
				4. accept any tenders which do not otherwise comply with the terms of this request for tender;
				5. accept part tenders;
				6. withdraw this request for tender or issue a new request for tender;
				7. vary the terms of this request for tender;
				8. negotiate directly with any person before or after the Closing Date;
				9. discuss with each tenderer details of its tender; and
				10. vary the tender selection process set out in this request for tender.

In addition to its rights above, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer’s ability to complete the tender in accordance with its terms.

MLA is not bound to accept the lowest or any tender.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer’s tender and, if so required, the tenderer must promptly provide such information.

* + 1. Costs

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders.

* + 1. Binding agreement

A tender will not be deemed to have been accepted by MLA, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal written agreement for the provision of the goods and services contemplated by this request for tender.

* + 1. Selection process

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA and a successful tenderer may be selected from such a list.

SECTION 2

* 1. TENDERER INFORMATION
		1. Details of tenderer

Name and address of the company or individual providing the tender;

Name of the person who may be contacted for further information;

Telephone number;

Facsimile number; and

Australian Business Number (ABN).

* + 1. Pricing

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

* + 1. Proposed subcontractors and suppliers

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

|  |  |
| --- | --- |
| **Description of goods or services** | **Subcontractor or supplier** |
| [insert] | [insert] |
| [insert] | [insert] |

* + 1. Insurance

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Insurance type** | **Policy number** | **Extent of cover: per incident** | **Extent of cover: in aggregate** | **Expiry date** |
| Professional indemnity | [insert] | [insert] | [insert] | [insert] |
| Public liability | [insert] | [insert] | [insert] | [insert] |
| Workers’ compensation | [insert] | [insert] | [insert] | [insert] |

* + 1. References

The tenderer must provide details of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

SECTION 3

* 1. SPECIFICATION
		1. Background

[Profitable Grazing Systems](https://www.mla.com.au/extension-training-and-tools/profitable-grazing-systems/) (PGS) is Meat & Livestock Australia’s (MLA) flagship adoption program which drives measurable, improved business performance outcomes for participating red meat producers. The MLA Adoption Strategy outlines an increased focus on long-term practice change programs, new awareness and learning channels, ensuring adoption is embedded within applied on-farm R&D and building the capacity of and attracting the supporting advisory network.

The program uses a supported learning methodology to develop skills of red meat producers and supports the implementation of these new skills into businesses, improving profitability and productivity. The Profitable Grazing Systems has been in place for 5 years, with the program now moving into a maturity phase, we are seeking a PGS Advisory Group to support this stage and its continued growth.

The PGS vision is to be a financially sustainable adoption program aligned with MLA’s strategic goals to extend MLA R&D output and achieves increased producer skills and capability, practice change and whole farm business improvement through increasing producer understanding of:

Business profit = management capability + evidence + value chain approach

PGS has a focus on achieving adoption through high quality delivery underpinned by robust monitoring and evaluation and a commercial approach to the user pays model.

The Profitable Grazing Systems guiding principles are:

1. support producers adopting practices that deliver whole farm business performance improvements through evidence driven decision making, embracing a culture of monitoring and measuring, and managing,
2. be driven by market outcomes and encouraging industry to be customer focussed,
3. work with producers that are willing to invest in improved business performance and professional development,
4. support capacity and capability building of the service sector to enable development and delivery of effective, high quality, regionally adapted supported learning programs using sustainable, commercial business models,
5. be built on robust monitoring and evaluation systems to enable skill development, practice change and industry impact to be measured,
6. complement and value-add to existing programs and services,
7. provide commercial value to both producers and deliverers - user pays model, and
8. provide extension of MLA beef, sheep and goat research and development outputs, and utilise previous extension programs and packages.
	* 1. Project Description

MLA is seeking expressions of interest from suitably skilled applicants to perform the role of PGS Advisory Group Members. Members of the Group will work closely with the MLA Project Manager and Coordination Officer, providing advice and insights on the delivery of the PGS program and its products nationally.

* + 1. Role and Responsibilities

The role and key accountabilities of the PGS Advisory Group Members are:

* Support the MLA PGS Project Manager and PGS Coordination Officer, by providing feedback and recommendations for overarching program improvement and its products, as well as being involved in contributing to the strategic direction of the Profitable Grazing Systems program,
* Members will be expected to be available to mentor new PGS coaches, contribute to planning and facilitating feeder activities and promote PGS at events and conferences. These opportunities will be based on scheduled fees and application process,
* Subject matter experts may be asked to review supported learning packages during their development, based on scheduled fees,
* Strategic advice and insights for program – signposting from MLA adoption, identifying topical package themes, identifying key deliverer recruitment opportunities and marketing,
* Attend bi-monthly advisory committee meetings, based on scheduled sitting fees with expectation that group members will actively participate in at least 50% of meetings each year.

 This position is for an initial period of 12 months with review to extend for an additional 2 years, subject to standard performance review.

The successful applicants will be contracted using the standard MLA consultancy agreement. Payments will be made on the submission of an activity statement with a tax invoice including copies of any expense receipts.

MLA Sitting fee policy can be found on the [MLA website](https://www.mla.com.au/contentassets/47e4b84292cd4f4dbab7a9ebb6daead5/payment-of-expenses-and-sitting-fees-for-mla-committees.pdf). Predetermined rates for activities mentioned above can be accessible by contacting Elizabeth Thelander, MLA Project Manager – Profitable Grazing Systems at ethelander@mla.com.au

The PGS Advisory Group would have a maximum number of 10 members, with representation from each state preferred.

* + 1. Requirements for Tender

The expression of interest is to be submitted to MLA’s Project Manager – Profitable Grazing Systems supplemented with appendices as required to address any specific requirements. The application must be submitted as a Microsoft Word document. The proposal should address the following essential qualifications, skills and experience:

* Experience in scientific principles and project methodology for applied RDA projects/programs, including project monitoring and evaluation and reviewing training packages,
* Excellent oral and written communication skills as well as a proven ability to develop and manage stakeholder relationships,
* Skills in time management, critical analysis and providing constructive feedback,
* Ability to work in a team environment,
* Well-developed networks within the private, agribusiness and public sectors of the Australian sheep, beef and goat industry as well as with producer groups,
* Experience or an understanding of the Profitable Grazing Systems program and its products.
	+ 1. Selection Process

The expression of interest applications will be reviewed and assessed by a panel of MLA Managers based on the tenderer’s response to the details set out in section 3.6. MLA may choose to contact the tenderer’s references (refer section 2, 2.5) as part of the review process.

* + 1. Selection Criteria

The successful applicant must demonstrate:

* + - * 1. Proven high level skills and experience in multi-party agricultural research, development and extension programs, particularly those involving participatory learning.
				2. Excellent oral communication and presentation skills as well as a proven ability to develop and manage stakeholder relationships.
				3. Proven skills in critical analysis and providing constructive feedback.
				4. Well established networks within the private, agribusiness and public sectors of the Australian sheep, beef and goat industry as well as producer groups.
				5. An understanding of MLA’s Adoption program and Profitable Grazing Systems program as well as best practice programs for beef, lamb, sheep meat and goat businesses.
		1. Project Management

The project will be managed by MLA’s Project Manager – Profitable Grazing Systems, Elizabeth Thelander. For more information regarding the application please contact Elizabeth via email: ethelander@mla.com.au or via mobile: 0428 472 983.

**SECTION 4**

* 1. MLA’s CONSULTANCY TERMS

A copy of MLA’s consultancy agreement is available on [MLA’s website](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.mla.com.au%2Fglobalassets%2Fmla-corporate%2Fabout-mla%2Fdocuments%2Fumbrella-consultancy-agreement_2021.docx&wdOrigin=BROWSELINK).

SECTION 5

* 1. DECLARATION
		1. For corporate tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I hold the position of [position] and am duly authorised by [insert tenderer organisation] (**Tenderer**) to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer’s tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2022 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

* + 1. For individual tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2022 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

SECTION 6

* 1. ANNEXURE